

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

CHEROKEE
ACQUISITION

In re:

CELSIUS NETWORK LLC, et al.,

Debtors

Chapter 11

No. 22-10964 (MG)

(Jointly Administered)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2) of the Federal Rules of Bankruptcy Procedure of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferor:

NovaWulf Digital Parallel Master Fund, L.P.

Name of Transferee:

Contrarian Funds, LLC

Name and Current Address of
Transferor:

**NovaWulf Digital Parallel Master Fund, L.P.
(Redacted)**

Name and Address where notices and payments
to transferee should be sent:

**Contrarian Funds, LLC
Attn: Alpa Jimenez
411 West Putnam Avenue, Suite 425
Greenwich, CT 06830**

| Claim No./Schedule | Creditor Name | Amount | Debtor | Case No. |
|--------------------|---|----------------|-------------------------|----------|
| Claim No. 10205 | NovaWulf Digital Parallel Master Fund, L.P., assignee of Massimo Giorgianni | \$1,105,874.49 | Celsius Network LLC | 22-10964 |
| Claim No. 10206 | NovaWulf Digital Parallel Master Fund, L.P., assignee of Massimo Giorgianni | \$1,105,874.49 | Celsius KeyFi LLC | 22-10967 |
| Claim No. 10207 | NovaWulf Digital Parallel Master Fund, L.P., assignee of Massimo Giorgianni | \$1,105,874.49 | Celsius Lending LLC | 22-10970 |
| Claim No. 10208 | NovaWulf Digital Parallel Master Fund, L.P., assignee of Massimo Giorgianni | \$1,105,874.49 | Celsius Mining LLC | 22-10968 |
| Claim No. 10209 | NovaWulf Digital Parallel Master Fund, L.P., assignee of Massimo Giorgianni | \$1,105,874.49 | Celsius Network Inc. | 22-10965 |
| Claim No. 10210 | NovaWulf Digital Parallel Master Fund, L.P., assignee of Massimo Giorgianni | \$1,105,874.49 | Celsius Network Limited | 22-10966 |

| | | | | |
|-----------------|---|----------------|------------------------------|----------|
| Claim No. 10211 | NovaWulf Digital Parallel Master Fund, L.P., assignee of Massimo Giorgianni | \$1,105,874.49 | Celsius Networks Lending LLC | 22-10969 |
| Claim No. 10212 | NovaWulf Digital Parallel Master Fund, L.P., assignee of Massimo Giorgianni | \$1,105,874.49 | Celsius US Holding LLC | 22-10971 |

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: A Jimenez
Transferee's Agent

Date: October 2, 2023

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

EVIDENCE OF TRANSFER OF CLAIM

Annex B

TO: United States Bankruptcy Court ("Court")
Southern District of New York
Attn: Clerk

AND TO: Celsius Network LLC ("Debtor")
Case No. 22-10964 (MG) ("Case")

Claim #: 10205, 10206, 10207, 10208, 10209, 10210, 10211 and 10212

NOVAWULF DIGITAL PARALLEL MASTER FUND, L.P., assignee of MASSIMO GIORGIANNI ("Seller"), for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby unconditionally and irrevocably sell, transfer and assign unto:

CONTRARIAN FUNDS, LLC
Attn: Alpa Jimenez
411 West Putnam Avenue, Suite 425
Greenwich, CT 06830


its successors and assigns ("Buyer"), all rights, title and interest in and to the claim of Seller, including all rights: (a) of reclamation and all priority claims, and any cure payments made on account of Seller in the Case; (b) to any proof(s) of claim filed; (c) in and to any secured claim, collateral or any liens held by Seller; (d) to vote on any question relating to the claim in the Case; (e) to cash, interest, principal, securities or other property in connection with the Case; and (f) to any amounts listed on the Debtor's schedules, in the principal amount of \$ 1,105,874.49 ("Claim"), which represents 100 % of the total claim amount of \$1,105,874.49, against the Debtor in the Court, or any other court with jurisdiction over the Debtor's Case.

Seller hereby waives any objection to the transfer of the Claim to Buyer on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges, understands, agrees, and hereby stipulates that an order of the Court may be entered without further notice to Seller transferring the Claim to Buyer and recognizing the Buyer as the sole owner and holder of the Claim.

Buyer does not assume and shall not be responsible for any obligations of liabilities of Seller related to or in connection with the Claim or the Case. You are hereby directed to make all future payments and distributions free and clear of all setoffs and deductions, and to give all notices and other communications, in respect of the Claim to Buyer.

IN WITNESS WHEREOF, each of the undersigned have duly executed this Evidence of Transfer of Claim by their duly authorized representative dated October 2, 2023.

NOVAWULF DIGITAL PARALLEL MASTER FUND, L.P.
By: NOVAWULF DIGITAL GENPAR, L.P., its general partner
By: NOVAWULF DIGITAL MGP, LTD., its general partner

By: 
Name: Michael Abbate
Title: Member

CONTRARIAN FUNDS, LLC
By: Contrarian Capital Management, LLC, as Manager

By: 
Name: Keith McCormack
Title: Managing Director